

AGREEMENT

Between

TOWNSHIP OF ROCKAWAY
MORRIS COUNTY, NEW JERSEY

and

MORRIS COUNCIL VI, N.J.C.S.A.
(Blue Collar)

January 1, 2009 through December 31, 2011

PREAMBLE

This Agreement entered into this *4th* day of *November*, 201~~0~~⁰⁹, by and between the TOWNSHIP OF ROCKAWAY, in the County of Morris, New Jersey, a municipal corporation of the State of New Jersey, (hereinafter called the "Township"), and Morris Council No. 6, N.J.C.S.A. (hereinafter called the "Association), represents the complete and final understanding on all bargainable issues between the Township and the Association.

ARTICLE I

RECOGNITION

The Township hereby recognizes the Association as the exclusive negotiating agent for all full-time and permanent part-time Blue Collar employees of the Township.

The Township reserves the right to present proposals of its own as well as counter proposals to those presented by the Association; such proposals shall be presented to the Association in writing.

3. All meetings between the parties for the purpose of negotiations shall be scheduled based on the availability of the parties and when the parties mutually determine that a meeting shall be scheduled during the work day, the employees involved shall be excused from their duties and shall suffer no loss of pay.
4. It is agreed by and between the parties that in order to facilitate the expeditious resolution of matter in dispute without undue delay, each side shall normally limit its negotiating committee to not more than four (4) members but not including counsel to either party.
5. The Township agrees to furnish the Association, in response to reasonable requests made by the Association from time to time, all available public information and data concerning the Township which the Association may require in connection with negotiations.
6. The parties agrees that during the period of negotiations and prior to reaching an Agreement, the proceedings of the negotiations shall remain confidential and releases to news media shall be made only as agreed upon jointly, at least until either party declares impasse.

ARTICLE IV

GRIEVANCE PROCEDURE

Definitions

1. The term "grievance" means a complaint by an employee that, as to him/her, there has been inequitable, improper, or unjust application, interpretation, or violation of this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party of interest" is the person or persons making the claim and any person(s) who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Employee" is defined as a full-time or permanent part-time employee represented by the Association.
5. New Jersey Civil Service Association Morris Council No. 6 Grievance Committee is the Association's Committee on Professional Rights and Responsibilities.

Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting employees of the Township, solely restricted to the terms and conditions of this Agreement and Civil Service Rules and Regulations. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

- A. Within ten (10) days after service of such written notice of submission to arbitration, the Business Administrator and the Association shall select a mutually acceptable arbitrator according to the rules and procedures of the New Jersey State Board of Mediation. However, no arbitration shall commence within thirty (30) days of the Business Administrator's decision. If during such time the grievant elects to pursue the Civil Service appellate remedies, the matter shall be withdrawn from arbitration and no arbitration hearing shall be held.
- B. The arbitrator selected shall hold hearings promptly and shall issue his decision not later than twenty (20) days from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Business Administrator and the Association and shall be binding on the parties.
- C. All the cost of the arbitration, including the costs of services of the arbitrator, but not including any attorney's fees, shall be borne equally by the Township and the Association.

4. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE VII

DEDUCTION FROM SALARY

1. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9 (e), as amended. Said monies together with records of any corrections shall be transmitted to the Association treasurer on the tenth (10th) working day after the last payroll paid for the prior month.
2. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice thirty (30) days prior to the effective date of such change.
3. The Association will provide the necessary check-off authorization form and the Association will secure the signature of its members on the forms and deliver the signed forms to designated Township officials. The Association shall indemnify, defend and save the Township harmless against any and all such claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization cards submitted by the Association to the Township.
4. The Township agrees to the continuation of an Agency Shop in accordance with N.J.S.A. 34:13A-5.5.

3. Management will post a notice on all municipal bulletin boards whenever a vacancy in an existing position occurs or whenever a new position is established. In addition, this same notification shall be forwarded to each Shop Steward in each unit. Such notice is intended to alert employees of an available position within the Township.

ARTICLE X

EDUCATIONAL REIMBURSEMENT

The Township shall reimburse employees for educational costs provided:

1. The employee receives prior approval from the Township, which shall not unreasonably be denied;
2. The educational course is related to the employee's job;
3. For non-academic educational programs, the issuance of CEU's a Certificate of Completion, or a Pass Certificate is required for municipal reimbursement.
4. For college courses, an employee must receive a grade equivalent to a "B" or better.

Reimbursement shall include tuition and ancillary costs such as registration fees, books, and any other charges by the institution providing the education. Commutation, meals and other personal costs are the responsibility of the employee.

ARTICLE XII

HOURS AND OVERTIME

1. The current work week of forty (40) hours shall continue for the life of this Agreement (except for Animal Control Officers, who shall continue to work a thirty-five (35) hour week.
2. The current hours of Blue Collar employees shall be between 7:00 a.m. to 3:30 p.m., with one-half (1/2) hour for lunch, subject to the right of the Administration changing these hours upon two (2) weeks notice or immediately in the event of an emergency. Except provided herein, the Township cannot unilaterally change these employees' hours of employment without first fulfilling its obligation to collectively negotiate over this term and condition of employment.
3. Employees who work in excess of forty (40) hours in a paid status shall receive time and one-half (1 ½) for authorized overtime, except for Animal Control Officer, thirty-five (35) hours shall apply. Paid status for the purposes of this contract shall include any absence from work by an employee for which the employee receives monetary compensation from the Township, as though the employee actually worked. It includes sick, holiday, vacation, bereavement, personal or leave of absence with pay. Such overtime shall be compensated for at the rate of time and one-half (1 ½). Any overtime worked on Sunday or holidays shall be compensated for at the rate of double time.
4. An overtime hour will be determined on the basis of anything in excess of fifteen (15) minutes in one-half (1/2) hour intervals for overtime compensation.

- A. In addition to #8 above, the Municipal Utility employee assigned the regular maintenance and inspection duty shall receive Two Hundred Dollars (\$200.00), effective January 1, 2009; Two Hundred Dollars (\$200.00), effective January 1, 2010; and Two Hundred Twenty Dollars (\$220.00), effective January 1, 2011 for the inconvenience of being on 24-hour call.
 - B. In the event the employee assigned to the regular maintenance and inspection duty is called in during the duty for emergency work, the employee shall receive a minimum of four (4) hours pay, provided the employer has the right to retain the employee for the minimum period. In the event the regular maintenance and inspection duty falls on a scheduled holiday, the employee shall receive one (1) day's compensation.
9. Road Division overtime shall be delegated in accordance with the employee's seniority on a rotating basis. If an employee refuses to work, he or she shall be placed on the bottom of the seniority list. Failure to contact an employee shall not constitute refusal.
10. The operator of a sanding, salting or plowing vehicle shall be paid a minimum, at the rate of Senior Road Repairer. (This shall be at his/her equivalent salary level).
11. Any employee called in for four (4) or more hours of emergency duty shall receive the overtime rate enumerated in #3 and shall be paid from the time of call out when said emergency goes through the normal work day. Premium pay is effective until the emergency duty is complete.

ARTICLE XIII

HOLIDAYS AND PERSONAL DAYS

1. There shall be twelve (12) paid holidays accorded to each employee in this bargaining unit. The following shall be observed by the Township as official holidays:

New Year's Day	Martin Luther King Day
President's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Day After Thanksgiving	Christmas Day

If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

If a holiday falls on a Sunday, it shall be observed on the following Monday.

2. In addition to receiving pay for the above holidays, employees shall be granted five (5) personal days with pay during each year of this three (3) year contract. Personal days may be carried over from year to year in accordance with the procedures established for the carry over of vacation time as set forth in Article XVII, Vacation.
3. In addition to the enumerated holidays, the employees shall receive any special unscheduled Federal, State or local holidays declared by the President, the Governor or the Mayor on a one-time basis.

- (a) One must have at least twenty-five (25) years in the State Pension Plan and must be at least fifty-five (55) years of age.
- (b) One must have fifteen (15) years of service with the Township of Rockaway and be at least sixty-two (62) years of age.
- (c) One must be retired on disability within a State-administered pension plan or any retirement covered in Chapter 88 Laws of 1974.

Present practices shall continue concerning the foregoing payment.

- 3. A surviving spouse and/or eligible dependents, at the expense of the Township shall continue to receive all of the benefits referred to in this Article XIV if the retired employees dies. (See attached Side Bar Agreement.)
- 4. Employees enrolled in the Medicare Program will be reimbursed for the cost of Medicare Part B, by the Township upon presentation of proof that such cost has been paid by the employee.
- 5. Should the State of New Jersey enact into Law an "Opt-Out" provision for those municipalities adopting a Flexible Spending Account Program, the employees and retirees will be entitled to participate in the Program without regard to any pre-existing conditions.
- 6. The comprehensive health, medical, life insurance and other benefit programs currently in existence will continue without change except through written agreement of the Association.
- 7. New employees hired after January 1, 1999 will be required to co-pay for health benefits upon retirement if they desire continuation of such benefits at the same rate as active employees.

ARTICLE XV

SICK LEAVE

1. Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee. A certificate from a qualified physician in attendance shall be required as sufficient proof of need of leave of absence of the employee or the need of the employee's attendance upon a member of the employee's immediate family. In case of leave of absence due to contagious disease, a certificate from a qualified physician shall be required.
2. All employees covered under this Agreement will receive one (1) day of sick leave day per month during the first calendar year of service and fifteen (15) days in the second and all subsequent years' service. All unused sick leave will be accumulative for length of service.
3. If an employee, in the line of duty, is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, as certified by the physician designated by the Township. Such payments shall be discontinued when an employee is placed on disability leave or pension, and reduced by any payment received by Workers' Compensation.

- B. The Township may require an employee who has been absent because of personal illness, a condition of his return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.
7. Upon cessation of employment with the Township of Rockaway, employees with twenty-five (25) or more years of service shall receive full payment for all unused sick time. Any employee with less than twenty-five (25) years of service shall receive one-half (1/2) pay for all unused sick time. These provisions are subject to the limitations of Paragraph 7A herein.
- A. Employees shall continue to be compensated for a maximum of 1,500 hours of unused sick time that has been accumulated by the employee. While additional sick hours may be accumulated, the employee will not be compensated for these additional hours in accordance with Paragraph 7, above. The employee will be able to sell back additional hours as stated below in Paragraph 8. Current employees with more than 1,500 hours of unused sick time accumulated through 1998, will be permitted to cap their sick time at the level they will reach as of December 31, 1998.

8. The Township agrees to continue a deferred compensation plan, wherein excessive sick, vacation and/or personal time may be applied thereto or reimbursed to the employee. An employee may not sell back more than a total of twenty-five (25) accumulated days per year. The total may include any combination of sick, vacation and/or personal time. The employee must notify the Business Administrator, in writing, no later than November 1st of the prior year as to how many days will be sold back. Reimbursed time will be payable within (90) days after the budget is adopted by the Rockaway Township Council. A sick leave bank of sixty (60) days must be maintained by each employee to receive benefits cited above.
9. All new employees hired after January 1, 1999 will be allowed to accumulate sick time as described in Article XV. However, no payments for unused sick time will be paid to the employee upon resignation or retirement from employment.

ARTICLE XVII

VACATION

1. The following vacation schedule will be in effect for the length of this Agreement.

First Year of Service	- One (1) day per month of service
One to Five Years	- Twelve days per year
Sixth Anniversary to Tenth Anniversary	- Fifteen days per year
Eleventh Anniversary	- Sixteen days per year
Twelfth Anniversary	- Seventeen days per year
Thirteenth Anniversary	- Eighteen days per year
Fourteenth Anniversary	- Nineteen days per year
Fifteenth Anniversary to Twentieth Anniversary	- Twenty days per year
Twenty-first Anniversary	- Twenty-one days per year
Twenty-second Anniversary	- Twenty-two days per year
Twenty-third Anniversary	- Twenty-three days per year
Twenty-fourth Anniversary	- Twenty-four days per year
Twenty-fifth Anniversary	- Maximum of Twenty-five days per year

2. Ten (10) vacation days per year must be used by all employees. Employees will be allowed to carry over a maximum of seventy-five (75) unused vacation days from year to year.

ARTICLE XVIII

UNIFORMS

1. Uniforms are to be supplied to all Blue Collar employees covered by this Agreement and are subject to be replaced as needed by the Township and maintained by the employee.
2. The following items are to be the initial uniform for new employees supplied by the Township.
 - A. Four (4) Shirts (long or short sleeve)
 - B. Four (4) Summer shirts (long or short sleeve)
 - C. Four (4) Tee-Shirts
 - D. Four (4) Pants
 - E. One (1) Jacket
 - F. One (1) Coat
 - G. Two (2) Coveralls
 - H. Steel-toed work shoes shall be reimbursed up to Two Hundred Twenty-five Dollars (\$225.00).
3. Tool Allowance – Mechanics shall receive the following tool allowance for necessary tools: Effective January 1, 2009, \$360.00; effective January 1, 2010, \$360.00; effective January 1, 2011, \$380.00. Upon submission of bill(s) by the mechanics, the Township shall make payments to the mechanic for the amount of the bill up to the allowable amount.

ARTICLE XXII

DURATION OF AGREEMENT

1. The Agreement shall be for three (3) years commencing January 1, 2009 and terminating on December 31, 2011.
2. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor later than seventy-seven (77) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Rockaway, New Jersey on the 17th day of June, 2010.

TOWNSHIP OF ROCKAWAY
MORRIS COUNTY, NEW JESREY

WITNESS:

Mary Cilurso

By: [Signature]

MORRIS COUNCIL NO. 6, N.J.C.S.A.
(BLUE COLLAR)

WITNESS:

[Signature]

By: [Signature]

